

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS

RFP

Issue Date: January 19, 2007

RFP #: 1550

Title: Audio System Replacement for York Hall

Classification Code: 80300

Issuing Agency: County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd.
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed: Video Services
York Hall
Main & Ballard Streets
Yorktown, Virginia 23690

Sealed Proposals Will Be Received Until **5:00 P.M. on Tuesday, February 27, 2007**
At Which Time They Shall Be Opened In Public. **NOTE: Mandatory Pre-Proposal Meeting**
See Section 3.0

NOTE: 3 copies of your Proposal will be required.

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB, Buyer II, Telephone:
(757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Firm:

Zip Code

Date: _____

By: _____

Signature in ink

Title

Telephone No.: () _____ Federal Tax ID# _____

Facsimile No. () _____

1.0 PURPOSE:

The intent and purpose of this RFP is to solicit sealed proposals from qualified firms to furnish, deliver, install, test, warranty and train designated personnel and to provide a total redesign and replacement of the audio system components and wiring located in the Board Room at York Hall, for the County of York, Virginia (hereinafter "Owner").

The audio system is used for sound reinforcement in the Board Room and for providing an audio feed for live cablecast and recording of various meetings conducted in the facility.

2.0 SCOPE OF WORK:

The system should be capable of providing a separate mix for sound reinforcement and cablecast. Multiple feeds are required including recording to various video tape recorders (VTRs), a digital archiving system, hearing impaired system and a monitor located in the lobby area. Three (3) additional audio output feeds should be provided via XLR connectors at designated locations in the vicinity of the dais.

In addition to the system volume controls, sound reinforcement volume is controlled by a Crestron volume control.

The system should provide, at the minimum, microphone coverage of the following:

Dais	9 positions
Staff table (left)	2 positions
Staff table (right)	2 positions
Podium	1 position
2 frequency agile true diversity handheld wireless microphones	
2 frequency agile true diversity lavalier wireless microphones	

The system should provide inputs and connections for the following:

Computer audio
VHS/DVD audio
TV tuner audio
Auxiliary input from base of the podium

The successful Offeror will provide a desk for the tactile mixer and associated peripheral equipment.

The successful Offeror will provide a detailed wiring diagram at the completion of system installation. All wiring must be labeled at all termination points.

The final system installation must be hum-free and capable of providing even, audible coverage throughout the room as well as quality sound over the cable system, video and tape recorders.

Specific improvements needed over the current system are listed below.

1. **Better speaker placement and room coverage to improve the quality of the audio in the Board Room.** Currently the ceiling speakers are not located where they should be for optimal sound reproduction. To compensate for this, most of the sound is projected from the speakers on either side of the projection screen located behind the dais. This causes feedback and sound quality issues. The new design should use full range speakers that may be wall mounted if necessary. The goal is better quality sound that can achieve higher volume levels when necessary.
2. **Better monitoring capabilities for Video Services staff.** Staff cannot hear audio from the speakers in the Board Room. By necessity, the broadcast feed and live audio feed are controlled separately. The new design should place a monitor speaker in the A/V Control Room connected to the live feed.
3. **Simplified system operation.** The current system is a computer-based auto-mixing system and many routine adjustments require navigating through layers of menus, increasing the chance of operator error. The new system should have a user-friendly tactile mixer interface. While an auto-mixing/leveling system will be considered, a hybrid system may be the best approach. Also, there are a number of options that were added to the system that have never been used. These options should be removed to simplify the system.
4. **Replace the on/off switches on the dais with momentary cough buttons.**
5. **Add an audio feed from the podium computer.**
6. **Better microphone placement on the dais.** The addition of laptops to the dais has caused some operational issues as far as microphone placement. Vendors need to identify creative proposals to address this problem.
7. **Better coverage of the podium area.** A wider podium has been added since the original audio system was installed. The single microphone does not cover side to side movement by people at the podium or the occasional multiple speakers at the podium.
8. **Add microphones to pick up audience comments (cablecast feed only).** Occasionally, individuals speak from the audience seating area and cannot be heard on the live cablecast or recording.

2.1 Existing Equipment

The current system includes the following components that may be included in the new system at the discretion of the successful Offeror. Date of installation is in parentheses.

- 1 Crown IQ USM 810 (2001)
- 3 Crown SMX-6 mixers (2000)
- 2 Crown CE 1000 power amps (2000)
- 11 AKG LM300 AL mics (2000)
- 4 Telex USR-100 wireless systems (2 handheld, 2 lavalier) (2000)
- 4 Ceiling Speakers (2000)
- 2 Wall flush mount speakers (2000)
- 18 Stick-On relays w/lights (2001)

2.2 Equipment Warranty

The Contractor shall warrant the equipment to be free from defects in material and workmanship, and will, within one-year from date of installation, repair or replace any equipment found to be defective. Warranty shall cover all costs related to material, labor and shipping costs for replacement. This warranty shall not apply to any equipment which has been subject to misuse, abuse, negligence or accident.

Warranties on manufactured equipment shall be provided to the Owner effective the date of system acceptance.

2.3 Service Facilities

The Contractor shall make available and maintain a satisfactory service department within a 2-hour radius of the project site, which is capable of furnishing equipment inspection and service. The Contractor shall be prepared to offer a service contract for the maintenance of the system beyond the warranty period.

The Contractor shall provide at their expense maintenance service for a period of one-year after final acceptance of the installation. The service shall consist of at least two (2) visits to the site for checking and adjusting the equipment, the first to be during the first live cablecast of a meeting after the installation is complete.

The Contractor shall be required to answer all service calls within 24 hours of a request for service, weekends excluded.

The Contractor shall provide a price for service contracts of 2, 3 and 4 years.

2.4 Installation, Workmanship, and Acceptance

Installation:

1. Contractor shall supply all necessary cable, wire, receptacle plates, and other parts and equipment required for installation to provide completed system.
2. Installation must be completed in the time frame agreed upon between the Contractor and Owner, or the Contractor must provide a temporary system to allow cablecast of any meetings.
3. All equipment except portable equipment shall be secured firmly in place. This shall include loudspeakers, cables control equipment, rack equipment, etc. Mountings shall be rigid except where resilient isolation is required. Fastening and supports shall be adequate to support their loads with a safety factor of at least three.
4. All rack mounted equipment, switches, jacks, outlets, and to other equipment shall be permanently identified with either engraved labels or other means approved by the owner.
5. All audio wiring shall be executed in strict adherence to standard broadcast practices.

Workmanship

1. The installation of all work shall be neat.
2. Following installation, all soiled, abraded or discolored surfaces of work installed will be cleaned and left free from blemishes or defects.
3. Work that is damaged or improper installation will be removed and replaced and the entire installation left in complete and satisfactory condition.
4. All existing wiring that is not used in the installation shall be removed.
5. The Contractor shall remove from the job site all rubbish and refuse at the end of each day and shall keep the work area clean.
6. Any damage caused by the Contractor's shall be repaired at the Contractor's expense at no cost to the Owner.

Acceptance Testing

1. Upon completion, wiring check-out and initial tests of the system and check-out of the system by Contractor, Contractor shall notify the Owner that system is ready for inspection by Owner's representative.
2. The Contractor shall demonstrate the operation of each component of the system to the Owner's representative.
3. In case the need for further adjustments becomes evident during the demonstration and testing, the Contractor work shall be continued until the system operates properly.
4. When final acceptance testing has concluded to the Owner's satisfaction, the Contractor shall submit a written request for final acceptance. Guarantees, warranties and service

contracts will commence upon written notification of final acceptance by the Owner's representative.

Instruction

Contractor shall provide eight (8) hours of instruction on the operation and maintenance of the system once the system is complete. Instruction shall be given to the Owner's Video Services staff.

2.5 Contract Closeout Submittals – At Contract closeout, Contractor shall submit the following to the Owner for review prepared, as indicated.

System Reference Manual: In 3-ring binder, sized to hold material plus 50 percent excess. The manual shall include tabular dividers with permanent legends for the following sections:

1. System Operation and Instructions. This should describe the operation of all system capabilities. Provide also in Microsoft Word format on CD. Assume the intended reader is to be technically inexperienced and unfamiliar with the facility.
2. A list of equipment, including manufacturer, model and serial number. Provide also in Microsoft Word format on CD.
3. Manufacturer's instruction manuals for items of equipment, incorporating or followed by manufacturer's warranty statements. For custom circuits or modifications, provide description of the purpose, capabilities and operation of each item.
4. List of settings of semi-fixed controls. Update following acceptance testing.
5. Other pertinent data generated during the project or required for future service.

3.0 Mandatory Pre-Proposal Conference

All Offerors are required to attend a mandatory pre-proposal conference to be held at the project site. Video Services will conduct a tour of the site. Offerors may discuss the project with County staff at that time.

Tour will be held at **10:00 A.M.** on **Tuesday, February 6, 2007**. Interested parties shall meet in the Board Room located on the second floor of York Hall located at corner of Main and Ballard Streets in Yorktown.

4.0 ADDITIONAL TERMS AND CONDITIONS:

- 4.1 Subcontractors:** No portion of the work shall be subcontracted without prior written consent of the Owner. In the event the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Owner with the names, qualifications and experience of their proposed subcontractors. The Contractor shall,

however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

4.2 INSURANCE: (Revised 05/2005)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Contractor and shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s). Such additional insured status shall be primary without participation by Owner's insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Contractual Liability includes the Contractual liability assumed
hereunder.

Completed Operations Insurance, to remain in full effect until the
date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive
Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000. Each Occurrence
\$1,000,000. Aggregate

5.0 Evaluation Criteria:

The following evaluation criteria (not listed in order of priority) will be used in the review of proposals submitted in response to this solicitation.

1. **Qualifications of the Offeror, and the level of experience and qualifications of personnel to be used in the execution of the work.**
2. **The quality of the equipment and systems described in the proposal package.** Proposal should include catalog cuts, descriptive information, features, and performance specifications of the major components of the system, as well as a description of how all the components are compatible as a system.
3. **The testimonials of references currently using similar systems installed by the Offeror.** Proposal should include contact name and phone number of a staff member at three current installations similar to the proposed herein, which have been installed by the Offeror.
4. **The reasonableness of pricing for the system.** Proposal shall include a pricing breakdown for each of the major components of the system, as well as the total cost of the system from the Offeror.
5. **Offeror's demonstrated understanding of the Owner's needs for this particular project.** Proposal should include a schematic diagram of the major components of the system and a narrative of the system's operation.
6. **Offeror's demonstrated understanding of current state-of -the-art professional audio systems as well as the Offeror's ability to apply this knowledge to the best benefit of the Owner.**
7. **Ability of system to interface with existing A/V equipment on-site.**
8. **The location of the Offeror's office that will have the responsibility for providing the services and the ability of the Offeror's to respond quickly to requests and requirements of the Owner.**

6.0 GENERAL TERMS AND CONDITIONS:

A. FORM:

All responses to a Request for Proposal (RFP) may be on the Offeror's letterhead or form. Response to an RFP should address all aspects of the request and must include a signature of the offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time of receipt of proposals.

B. OPENING DATE/TIME:

Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Owner after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

C. CLARIFICATION OF TERMS:

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the buyer.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposal, all Offeror's certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

E. ANTI-DISCRIMINATION:

By submitting its proposals, Offeror certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

F. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the proposal, the Offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

G. INDEMNITY AGREEMENT:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County, its officers, employees, and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the County, its officers, employees, or

agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractors or any subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release the County, its officers, employees, or agents from and indemnify and save them harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

7.0 AWARD OF CONTRACT:

Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluative criteria stated in the Request for Proposal.

Repetitive informal interviews shall be permissible wherein offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions, outlined above, on the basis of evaluative criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the offeror ranked first. If a contract which is satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award will be made to that offeror. Otherwise, negotiations with the offeror ranked first will be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. (Code of Virginia, 2.2-4301.) At any time during the negotiations, the Purchasing Office may terminate all negotiations and readvertise the requirement.

SAMPLE AUDIO SYSTEM REPLACEMENT SERVICE CONTRACT

Agreement No: _____

This AGREEMENT made this ____ day of _____, 2007, by and between YORK COUNTY, VIRGINIA, hereinafter called "COUNTY" and _____, hereinafter called "CONTRACTOR."

In consideration of the mutual promises contained herein, the parties agree as follows:

1. The term of this agreement will be _____, 2007 through _____, 2007, for the duration of the COUNTY'S Audio System Replacement Service at York Hall requirements in accordance with the Scope of Work, Terms and Conditions and Additional Terms and Conditions of Request for Proposal (RFP) No. 1550, dated _____, 2007 and Contractor's proposal dated _____, 2007 incorporated herein.
2. Following final execution of the contract with respect to any particular project, the COUNTY shall issue a written Notice to Proceed with respect to that project. The CONTRACTOR agrees to begin the installation service within 48 hours after receipt of the Notice to Proceed.
3. Payment shall be based on the terms of the CONTRACTOR'S proposal and the satisfactory acceptance of the installation and equipment approved by the OWNER.
4. The CONTRACTOR shall provide a System Operation and Instructions manual. This should describe the operation of all system capabilities. Provide also in Microsoft Word format on CD. Assume the intended reader is to be technically inexperienced and unfamiliar with the facility.

Provide a list of equipment, including manufacturer, model and serial number. Provide also in Microsoft Word format on CD.

Manufacturer's instruction manuals for items of equipment, incorporating or followed by manufacturer's warranty statements. For custom circuits or modifications, provide description of the purpose, capabilities and operation of each item.

Provide a list of settings of semi-fixed controls. Update following acceptance testing. Other pertinent data generated during the project or required for future service.

5. The CONTRACTOR and all Subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the COUNTY, its officers, employees, and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due

to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the COUNTY, it's officers, employees, or agents. Compliance by the CONTRACTOR with the insurance provision hereof shall not relieve CONTRACTOR from liability under this provision.

Should CONTRACTOR or any Subcontractors use any of Owner's equipment, tools, Employees or facilities, such will be gratuitous and CONTRACTOR shall release the COUNTY it's officers, employees, or agents from and indemnify and save them harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition there of or any alleged negligence in permitting the use thereof.

This agreement may be canceled by either party provided thirty (30) days written notice is given by the canceling party.

By: _____

TITLE: _____

YORK COUNTY, VIRGINIA

By: _____
James O. McReynolds
County Administrator

APPROVED as to form:

County Attorney